

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 21 October, 2002 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design and construct the realignment of Chittendon Road with SR 71, in order to accomplish the offset of two intersections (with turning conflicts) to be realigned to a four legged intersection, hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The parties agree the County shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25564  
Filed with the Secretary of State  
Date Filed: 10/21/02

Betsy Gayles  
Secretary of State

By: W. P. Harnewald

## **II. SCOPE OF WORK**

1. The County will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction of the Project. Incorporate or resolve State review comments.

b. Request a temporary construction easement (TCE) through the State's Prescott District Permit office, for accessing State right of way during construction of the Project.

c. Accomplish the construction to offset two intersections (with turning conflicts) to be realigned to a four legged intersection, with County forces.

d. Confer with the State on any Project related construction contract modifications. Be responsible for additional costs attributable to the County.

e. Be responsible for all Project construction costs above the State's not to exceed amount of \$3,600.00.

f. Upon completion and approval of the Project, invoice the State for the actual cost for asphaltic concrete, an amount not to exceed \$3,600.00.

g. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance outside State right-of-way.

2. The State will:

a. Review the design documents and provide comments.

b. Grant the County a TCE to access State right of way during construction of the Project.

c. Upon completion and within 30 days upon receipt and approval of an invoice, remit to the County an amount not to exceed of \$3,600.00, for the cost for asphaltic concrete.

d. Upon completion and acceptance of the Project by the County on behalf of the parties hereto, provide maintenance to the Project inside State right-of-way.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the advertisement of the Project construction contract, with thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712-7424

Yavapai County  
County Public Works Director  
1100 Commerce Drive  
Prescott, AZ 86305

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YAVAPAI COUNTY, ARIZONA**

**STATE OF ARIZONA**

Department of Transportation

By Lorna S. Street  
LORNA STREET, Chairperson  
Board of Supervisors

By William J. Higgins  
WILLIAM J. HIGGINS, P.E.  
Deputy State Engineer

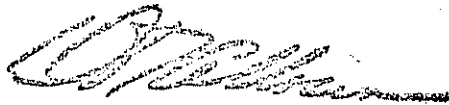
ATTEST

By Beverly Staddon  
BEVERLY STADDON  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 3rd day of October, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with YAVAPAI COUNTY, ARIZONA for the purpose of defining responsibilities for the design and construction of the realignment of Chittendon Road with SR 71, (the Project).

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is positioned above a horizontal line.

DAVID R. ALLOCCO, P.E. Assistant State Engineer  
Engineering Technical Group  
for VICTOR M. MENDEZ, Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY           )  
  ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: September 3, 2002.

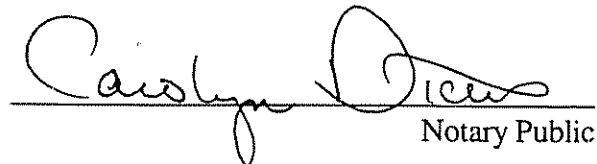
The entry in the said minutes:

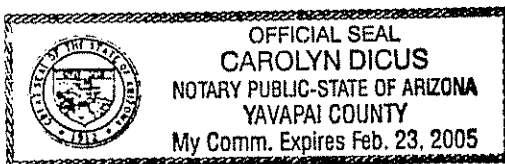
1. Consider approval of intergovernmental agreement with the Arizona Department of Transportation for design and construction of the realignment of Chittendon Road with State Route 71, in the amount of \$3,600 to be paid from HURF. **Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Davis.**

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me September 16, 2002.

My Commission Expires:

  
Notary Public



APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above-referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 22<sup>nd</sup> day of August, 2002

  
\_\_\_\_\_  
County Attorney



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

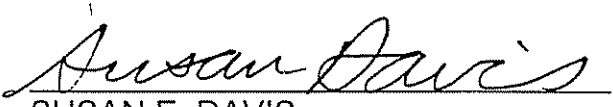
## **INTERGOVERNMENTAL AGREEMENT** **DETERMINATION**

A.G. Contract No. KR02-0942TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED September 30, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.